

transferred, redesignated, and amended by this Act, and the former law is continued in effect for that purpose.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

Passed by the House on April 17, 2015: Yeas 141, Nays 1, 2 present, not voting; the House concurred in Senate amendments to H.B. No. 1925 on May 20, 2015: Yeas 143, Nays 0, 1 present, not voting; passed by the Senate, with amendments, on May 18, 2015: Yeas 29, Nays 1.

Approved June 10, 2015.

Effective June 10, 2015.

LEGAL REPRESENTATION FOR CERTAIN EMERGENCY SERVICES DISTRICTS

CHAPTER 402

H.B. No. 2038

AN ACT

relating to legal representation for certain emergency services districts.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. Subchapter C, Chapter 775, Health and Safety Code, is amended by adding Section 775.0315 to read as follows:

Sec. 775.0315. LEGAL REPRESENTATION. (a) This section applies only to a district located wholly in a county with a population of 1.8 million or more in which two or more cities with a population of 350,000 or more are located.

(b) A district may employ or contract with private legal counsel to represent the district on any legal matter. If the district does not employ or contract with private legal counsel on a legal matter, the county attorney, district attorney, or criminal district attorney, as appropriate, with the duty to represent the county in civil matters shall represent the district.

(c) A district that receives legal services from a county attorney, district attorney, or criminal district attorney may employ additional private legal counsel on the board's determination that additional counsel is advisable. A district that contracts or employs private legal counsel under Subsection (b) may request and receive additional legal services from the county attorney, district attorney, or criminal district attorney, as appropriate, with the duty to represent the county in civil matters on the board's determination that additional counsel is necessary.

(d) If the district receives legal services from a county attorney, district attorney, or criminal district attorney, the district shall contribute money to be credited to the county's general fund account for the county attorney, district attorney, or criminal district attorney, as appropriate, in amounts sufficient to pay all additional salaries and expenses incurred by that officer in performing the duties required by the district.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

Passed by the House on April 23, 2015: Yeas 135, Nays 4, 2 present, not voting; passed by the Senate on May 20, 2015: Yeas 31, Nays 0.

Approved June 10, 2015.

Effective June 10, 2015.

**LOSS DAMAGE WAIVERS IN CONNECTION WITH THE
RENTAL OF CERTAIN HEAVY EQUIPMENT; PROVIDING
PENALTIES**

CHAPTER 403

H.B. No. 2052

AN ACT

relating to loss damage waivers in connection with the rental of certain heavy equipment; providing penalties.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. Subtitle B, Title 5, Business & Commerce Code, is amended by adding Chapter 93 to read as follows:

**CHAPTER 93. LOSS DAMAGE WAIVERS FOR RENTAL OF CERTAIN
HEAVY EQUIPMENT**

Sec. 93.001. DEFINITIONS. *In this chapter:*

- (1) "Customer" means a person who rents heavy equipment under a rental agreement.
- (2) "Heavy equipment" has the meaning assigned by Section 23.1241, Tax Code.
- (3) "Heavy equipment loss damage waiver" means a merchant's agreement to not hold a customer liable for loss from all or part of any damage to heavy equipment.
- (4) "Merchant" means a person who, in the ordinary course of business, regularly rents, offers to rent, or arranges for the rental of heavy equipment under a rental agreement.
- (5) "Rental agreement" means an agreement under which a customer pays a fee or other consideration to rent heavy equipment.

Sec. 93.002. CONTRACT FOR LOSS DAMAGE WAIVER. *A customer may contract with a merchant for a heavy equipment loss damage waiver in connection with a rental agreement.*

Sec. 93.003. RESTRICTIONS ON MERCHANT CONCERNING WAIVER. *A merchant may not:*

- (1) *sell a heavy equipment loss damage waiver unless:*
 - (A) *the contract containing the waiver complies with this chapter; and*
 - (B) *the customer agrees to the waiver in writing; or*
- (2) *impose or require the purchase of a heavy equipment loss damage waiver as a condition of entering into a rental agreement.*

Sec. 93.004. REQUIRED NOTICE. *A contract that offers a heavy equipment loss damage waiver must include the following notice:*

"This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies."

Sec. 93.005. STATEMENT OF TOTAL CHARGE. *A heavy equipment loss damage waiver agreement must include a statement of the total charge for the waiver.*

Sec. 93.006. AUTHORIZED EXCLUSIONS. *A heavy equipment loss damage waiver may exclude:*